



WATERFRONT

ECHUCA MOAMA

SHEEP STATION PTY LTD

ACN 130841708

Water and Sewerage Services Connection and Supply Contract

Dated: 05/03/2017

CONTACT DETAILS

Telephone Faults and Emergencies (24hrs): 0418 100 001

Enquiries Monday to Friday 10:00am – 5:00pm 0418 100 001

Email: info@sheepstation.com.au

Post: 56/103 Beach Street, Port Melbourne, VIC 3207

Office: Lot 40 1771 Perricoota Road Moama 2731

Website: www.sheepstation.com.au

1. Words used in this Contract

Some words of the words used in this contract are defined terms and carry a special meaning for the purposes of this Contract. The defined terms are contained in Clause 15 of this Contract.

2. Parties to Contract

This is a contract between Sheep Station Pty Ltd (“us”) and you, the customer, in relation to the Services that we provide to you. Our contact details are contained on the front page of this Contract.

3. What does this Contract relate to

This contract sets out the standard terms pursuant to which we supply our water and sewerage services to you. The Services (as defined in Clause 5 of this Contract) may include any, or all, of the following:

- (a) Supply of potable (or drinking) water;
- (b) Provision of sewerage or waste water treatment; and
- (c) Any other services provided by us from time to time.

4. Entering the Contract

4.1 You will become a party to this Contract by:

- (a) requesting to connect to Services in writing by signing our Order Form; and
- (b) us accepting your Order Form which will incorporate all the terms herein; and
- (c) us providing you with the disclosure notice; and
- (d) You acknowledging acceptance of these terms.

4.2 It is not required that you sign this contract to be a party to this contract.

4.3 This Contract will commence on the date you first receive our Services (“the Commencement Date”).

5. Services Provided

5.1 Potable/Drinking Water Supply

We will supply you with potable water to meet your reasonable needs except in instances where:

- (a) There are planned or unplanned interruptions in accordance with Clauses 6.1 and 6.2 of this Contract;
- (b) We are entitled to restrict the supply pursuant to Clause 6 of this Contract;
- (c) There are events beyond our reasonable control, such as:
- (d)
 - i. Unplanned interruptions (including interruptions and operational difficulties) under Clause 3.3.2;
 - ii. In the case of major operational difficulty under Clause 6.4; or
 - iii. Prolonged drought as contained in Clause 6.3.

5.2 Potable/Drinking Water Quality

The drinking water we provide will comply with the health, taste and odour related guidelines in the *Australian Drinking Water Guidelines 2004*, as specified by the relevant State health authorities and any other guidelines, as required by our License.

Potable/Drinking Water Pressure

We will attempt to ensure that the drinking water we supply to you is at the minimum pressure as required under our License.

Rate of Supply

Subject to Clauses 3.3 and 6, potable water is to be available for supply to your premises at a rate to meet reasonable demand at the premises, noting that there may be external factors that impact on our ability to do so.

5.3 Supply of Waste Water Services

If your property is connected to our waste water system, we will supply you with waste water services to meet your reasonable needs for the discharge of residential sewerage, except:

- (a) Where we are entitled to restrict supply under Clause 6; or
- (b) In the case of planned interruptions and unplanned interruptions under Clauses 6.1 and 6.2; or
- (c) In the case of events beyond our reasonable control.

Rate of Supply

The rate at which matter may be discharged into the sewer main from your premises shall be no more than .8 kilo litres per day per Lot.

Trade Waste Water

You may not discharge trade waste water into our waste water system unless you have obtained our prior written permission and entered into a trade waste agreement. We are under no obligation to provide trade waste services.

6. Factors affecting provision of Services

6.1 Unplanned interruptions

If there is an unplanned interruption to our supply of Services to you, we will make reasonable efforts to minimize the inconvenience to you by:

- 6.1.1 restoring the Service as quickly as possible; and
- 6.1.2 providing as much information as practicable and will advise you how long the interruption is likely to last based on the best information available at the time.

6.2 Planned interruptions

We may need to arrange planned interruptions to our supply of Services to you to allow for planned or regular maintenance of our System or the systems of our bulk drinking water or wastewater service supplier. We tell you of the expected time and duration of any planned interruption, at least two working days in advance, unless you agree to another period.

We will use reasonable endeavors to ensure the planned interruption is minimized.

6.3 Water restrictions – Drought

In accordance with our License, the Act and other Laws, restrictions may be placed on the use of water we supply to you in the case of drought events. You must comply with our supply conditions during this time.

We will use reasonable endeavors to notify you as soon as practicable following the imposition of any such water restrictions of any applicable conditions.

6.4 Water restrictions – Major Operational difficulty

In accordance with our License and the Act, we may need to shut down a water supply source in the event that a major operational difficulty occurs in relation to our water system. If customer demands for water are high at the time of such an event, we may interrupt the supply, or place restrictions on the use of our water supply services to you until such time as the operational difficulty is over.

7. Payment Details

7.1 Payment

As the Customer, you are responsible for the account. We will send you an invoice which is payable fourteen (14) days after the invoice date.

7.2 How charges are incurred

We will charge you by invoice sent your email address (pursuant to Clause 7.4) on the following basis:

- 7.2(a) Fixed Service charges – quarterly in advance;
- 7.2(b) Variable usage charges – yearly in arrears.

If you have no email address, we will post the invoice to the billing address we have for you and you will pay our charges for postage and handling.

7.2.1 What your invoice will include

Your invoice will include the following details:

- (a) Your customer ID number;
- (b) Your property address;
- (c) The account period;
- (d) Usage Charges in arrears for each meter;
- (e) Your meter ID;
- (f) Service fees in advance, other fees and charges payable;
- (g) Total amount due;
- (h) The date payment will be deducted from your account;
- (i) Contact telephone numbers for account enquiries and emergency services;
- (j) Instructions for interpreter services;
- (k) Comparison of past and present water usage.

7.2.2 Delivery of Invoices

Invoices will be sent electronically to the latest email address provided to us for you, unless you have advised that you wish to receive invoices by post and will accept the postage and any other applicable charges, in which case we will post your invoice to the latest postal address we have for you.

Receipt of the invoice will be deemed 3 working days after it has been posted, or when it is has been sent to your email address.

7.3 Missed Payments

If you have missed a payment you should view our Code of Conduct for Missed Payments on our Website.

We may contact you to discuss the missed payment and surrounding circumstances, and determine the best course of action to remedy the missed payment. Such remedies may include but are not limited to:

- (a) Charging a late payment fee and interest on any such missed payments equivalent to 2% over the then current Business Mortgage Rate as published by Commonwealth Bank of Australia This interest will accrue on a daily basis commencing on the due date until such amount has been settled by deduction from your nominated account (or such other payment method as agreed between the parties);
- (b) Charge you our reasonable costs and fees incurred in recovering (or attempting to) recover and overdue amount; or
- (c) Notify relevant credit agencies, and/or take other legal action required to recover any overdue amount.

7.4 Undercharging

If, as a result of our error, we have charged you less than the amount we are entitled to charge you for your usage, we are entitled at our discretion to adjust your next invoice to include the amount you were undercharged previously.

7.5 Overcharging

If, as a result of our error, we have charged you more than the amount we are entitled to charge you for your usage, after we become aware of the overcharging we will apply a credit to your account and adjust your next invoice to include the amount you were overcharged previously.

7.6 Payment Disputes

If you do not consider the charges on your account are correct, you must contact us on 0418100001 (or any other phone number provided by us from time to time). We may require you to provide evidence to support your claim.

In the event that your dispute of the charges remains unresolved by the due date, you are required to pay the undisputed amount by the due date.

7.7 Interpreter Services

Should you require assistance in another language, you may contact the Australian Translation and Interpreting Service (TIS) on 13 14 50 for assistance.

7.8 Change of Ownership

In the event the owner of the property changes at any point, the new owner is liable for the unpaid amounts for the Services provided to the property when owned by the previous owner.

7.9 Determination of Prices

We will set and vary charges from time to time but only in accordance with our License. You will be notified of any changes either via publication on our website or such other method as we determine appropriate from time to time. Any change in price will start on:

- (a) The first day of the next billing cycle; or
- (b) Any other date we nominate after we have published the change.

7.10 Nature of Charges

All charges are subject to annual review and in the event of any change will be notified pursuant to clause 7.9. All variable rate changes will be based on your usage of the Services. The following are the most common charges for residential properties:

- Connection Charges – Fixed Rate;
- Wastewater access Charge – Fixed Rate;
- Potable water access Charge – Fixed Rate;
- Potable Water excess charge – Variable (dollar/kL).

We may adjust the determined wastewater discharge factor for your property at your request, subject to you providing verifiable evidence that the wastewater discharge from your property differs from the wastewater discharge factor we have determined.

Where significant wastewater discharge volumes from your property originate from sources other than a metered potable water supply (for example tinkered water, rain water or other on-site sources, we may at our discretion apply an additional discharge factor or require the wastewater discharge to be metered by a meter approved by us. The installation of any such meter will be at your cost.

Any discharge varied will apply from the beginning from the next billing period.

7.11 Other Costs and Charges

7.11.1 Costs for installing and connecting our Services

You must pay the installation costs of a connection and construction of any necessary works from your property to our Services.

Connection to our Services must be approved by us and done in such a manner determined by us to ensure that our services are provided safely and reliably. The connection works must be undertaken by a licensed plumber, approved by us, and in accordance with relevant plumbing codes, regulations and standards, along with our connection requirements.

7.11.2 Repairs and Replacement costs

In the event that you do, or allow to be done, any action that causes damage to our System or disrupts and part that is used to supply our Services, you will be accountable for any costs and expenses we incur as a result of any repair or replacement work undertaken.

7.12 Financial Hardship

If:

- (a) The property is residential; and
- (b) You are an individual person (and not a corporation or body corporate); and
- (c) You are experiencing financial hardship or payment difficulties;

You should contact us and we will take reasonable steps to help you, including providing information about available assistance programs. You may also have a right to:

- (i) Receive information from us about any alternative payment arrangements;
- (ii) A deferral of payment for a short period of time;
- (iii) Negotiate an amount you can afford to pay us on an agreed instalment plan;
- (iv) Access to a language interpreter, if required, at no cost to you;
- (v) Rebates or discounts as advised from time to time on our website.
- (vi) Assistance by providing you with information about:
 - An accredited welfare agency for payment assistance;
 - Information on appropriate government concessions;
 - Information regarding other programs which may assist you.

7.13 Payment Plans

If you enter into an instalment plan pursuant to clause 7.12 of this Contract, the terms of this instalment plan, including frequency and amount of each instalment will be determined by us having regard to your consumption needs, your capacity to pay and the amount of any arrears you are required to pay.

We will provide you with terms that are fair and reasonable for dealing with financial difficulty.

8. Restriction of Water and Wastewater Services

8.1 Right to Restrict for non-payment

In the event that you are unable to pay your account, please refer to clauses 7.3, 7.12 and 7.13.

However, in the event you have missed a payment and have not made alternative payment arrangements with us, we may (at our discretion) restrict any or all of your Services and/or take legal action to recover the debt owed (subject to Clause 8.3).

The restriction of Services may include reducing the flow of water delivered to the property. In the event that your Services are restricted by us, or if legal action is commenced to recover the debt (or both), you are likely to be liable for additional costs.

8.2 Right to Restrict for other reasons

We may also elect to restrict or disconnect the supply of Services to your property in the following circumstances:

- 8.2.1 If your Water System or your Wastewater System has not been authorised or does not comply with applicable codes, regulations or our connection requirements;
- 8.2.2 You breach this Contract, the Act or other Agreement with us concerning the use or taking of water or the discharge or wastewater or storm water or access to your property;
- 8.2.3 If a serious health or environmental risk is posed by backflow of any substance from your System into our System;
- 8.2.4 If you have not correctly installed and maintained a backflow prevention device prior to being connected to our water system or have failed to provide a test report by the due date (if required);
- 8.2.5 We are entitled or required to restrict or discontinue supply under an applicable law.

8.3 Exceptions to Restrictions

We will not exercise our rights to restrict the supply of Services to your property or commence legal action in relation to Clause 7 of this Contract:

- 8.3.1 Without providing you with information detailing alternative payment options;
- 8.3.2 If there is an unresolved dispute as to the amount owing;
- 8.3.3 If you have suitably proven that you are in financial hardship; and
- 8.3.4 If you have entered into a payment arrangement with us and are complying with it.

We will also not restrict the supply of Services if:

- 8.3.5 You need the supply of water for a life support machine or other special needs (as agreed to by us);
- 8.3.6 We have not given reasonable notice to the occupier of the property that we intend on restricting the supply;
- 8.3.7 Provide the owner and/or occupier reasonable opportunity to pay the account; and
- 8.3.8 If a related complaint is being considered by us or the relevant complaint is before the relevant ombudsman service or is the subject of legal proceedings;

8.4 Minimum Flow Rate during Restriction

If we restrict the supply of Services, we cannot reduce the flow of potable water below that necessary for basic sustenance and hygiene.

We will not disconnect your property from our potable water system.

8.5 Should you wish to disconnect

Prior to disconnecting our Services from your property, you must:

- 8.5.1 comply with all applicable health, environmental and local regulatory requirements;
- 8.5.2 give us all information we may reasonably require;
- 8.5.3 give us thirty (30) days' written notice of the proposed disconnection provided the same does not breach applicable laws or planning permits;
- 8.5.4 ensure that all relevant fees are paid;
- 8.5.5 book an inspection by us of the relevant work;
- 8.5.6 return all of our property (eg. Water meters) to us in good condition; and
- 8.5.7 ensure that the disconnection will be undertaken by a licenced plumber and conducted in accordance with applicable plumbing, drainage or other regulations and standards.

We will continue to charge you a water and/or wastewater service charge (even if you are not using the service, until the disconnection has been confirmed and our property has been returned to us.

8.6 Reconnection and Restoration of Services

Once the reason for the restriction or disconnection has been rectified, or there is mutual agreement to restore the Services, we will restore these services as soon as practicable. You will be required to pay a fee (as designated by us from time to time) to reconnect or restore the Services to your property.

9. Issues of Liability

9.1 Limitation of Liability

We make no representations or assurances about the Services provided under this Contract and the only guarantees, conditions and warranties for which we accept liability are:

- (a) Those set out in this Contract and those that any applicable law says is implied or cannot be excluded; and
- (b) The consumer guarantees under the *Competition and Consumer Act 2010* (Cth).

9.2 Extent of Liability

In any instance where we are liable to you due to breach of condition or warranty that is included in this Contract, our liability is (to the extent permitted by law) limited to:

- (a) Replacing the goods and services to which the breach relates; or
- (b) At our discretion, paying you the cost of replacing those goods or having the Services supplied again.

10. Maintenance and Repair

10.1 Your Water System

The Customer is responsible for:

- (a) Owning, operating, maintaining and repairing all of Your Water System;
- (b) Any damage caused by the failure of Your Water System;

Note that, we shall maintain Our Water System up to, but not including the Customer's Connection Point. The Customer's Connection Point is the point on the meter valve assembly immediately downstream from the meter, except in the case where the property is part of a high-rise building. In such an instance, the Customer's Connection Point is the upstream face of the:

- (1) Inlet flange of the connection between Our Water System and the internal building plumbing for the conveyance of water to apartments and to common property areas (noting that this is typically a booster pump located in the base of the building) and
- (2) Any "T-off" branch connection from the main building connection pipework of Our Water System leading into the internal building plumbing.

10.2 Granting of Easement

To the extent that Our System is located on your property, there will either be an easement on title reflecting that, or in the absence of any such easement, you agree to grant an easement to allow for Our System to be located on your property and to allow unfettered access to Our System pursuant to clause 9.1.

10.3 Specific Exclusions

We do not maintain or repair:

- 10.3.1 illegal services which were not installed in accordance with the appropriate codes, regulations, standards or our own connection requirements. You will be responsible for rectification of any illegal services installed contrary to the same.
- 10.3.2 Dedicated fire services and combined fire and domestic water services connected to Our System;
- 10.3.3 Water services or Wastewater Services connecting privately owned water mains such as in community title subdivisions or shared private services;
- 10.3.4 Private water services or wastewater services which are connected on non-standard terms to our water mains;
- 10.3.5 Faults resulting from willful or negligent damage;
- 10.3.6 Pressure sewer systems; or

We are also not responsible for:

- 10.3.7 installing, maintaining, repairing or test of backflow prevention containment devices on properties.

10.4 Your Wastewater System

- 10.4.1 You are responsible for operating, maintaining and repairing Your Wastewater System.
- 10.4.2 Your Wastewater System includes:
 - a. all wastewater pipes;
 - b. fittings;
 - c. other apparatus within your property upstream of the downstream section of the connection point with our wastewater system (including the connection point).
- 10.4.3 For gravity wastewater systems, the Customer's Connection Point depends on the extent to which the sewer pipe was laid to the Property when the sewer system was installed. Where the wastewater main is in the Property to be connected, this is usually the junction on the wastewater main or the junction on the top of a riser. For pressure sewer systems, the Customer's Connection Point is the inlet point to the wastewater connection tank.

10.5 Defective or unauthorised work

In this section 10.5, “defective or unauthorized work” means any service on your property that includes:

- (a) Construction or use of a service that does not comply with current codes of practice, standards, legislation or regulations; and/or
- (b) A blocked or leakage from, or into the service”.

10.5.1 In the event that your service is defective or unauthorized and impacts or poses a risk to the operation of our Services, we will request (in writing) that you fix the defect within a time reasonable time frame.

10.5.2 If you do not comply with the notice provided in clause 10.5.1, we may at our discretion restrict or disconnect the Services until the problem is rectified.

10.5.3 You may be charged (at our discretion) for the reasonable costs incurred by us in undertaking this work.

Please refer to clause 7.12 if you believe you may be experiencing financial hardship.

10.6 Giving notice of system failure

Should you become aware of any failure of Our System delivering Services, you should notify us of the failure or any interruption to your supply as soon as practicable after you become aware.

10.7 No Construction without consent/approval

10.7.1 You agree to not undertake building, landscaping or any other works that is over or adjacent to Our System which may cause damage or interfere with Our System performing the Services.

10.7.2 Any such approval must be requested from us prior to any of the above activities being commenced.

10.7.3 Failure to obtain such approval or consent or approval may result in you being required to disassemble and reinstate to prior condition.

10.8 Connecting to Our Services

Connections to our Services must be completed by an accredited installer or licensed plumber (with our approval) and in accordance with our policies and any other applicable regulations, codes and standards.

10.9 Removal of Trees

If a tree or any other flora on your property is obstructing or damaging our Services, or is likely to do so in the future, we may provide you with written notice requiring you to remove the tree from your property at your cost. If you fail to remove the tree pursuant to the written notice, we may remove the tree and recover costs of the removal from you.

We cannot require a tree to be removed that is the subject of protection or conservation order under any applicable law.

11. Entry on to your property

11.1 Access for maintenance or alterations

You must provide us, our staff and our agents safe access to your property to enable them to inspect, test, maintain, read meters, repair, alter, upgrade or replace our System.

Safe access must also be granted so that we, our staff and our agents can ensure that this Contract, our Licence or the Act is being complied with.

11.2 Notice of Access

We will use reasonable endeavors to ensure that the occupier of the property is provided with two (2) days' written notice of the date and approximate time of our entry on to your property (unless a shorter period is agreed between the parties).

We will not be able to provide you with notice in cases where:

- (a) In our opinion, entry is urgently required;
- (b) The purpose is to read, fit, exchange repair or maintain a meter;
- (c) Giving notice would defeat the purpose of entry;
- (d) We intend to conduct a water restriction investigation on your property;
- (e) We conduct a general property inspection such as meter, backflow, plumbing; or
- (f) To assess the operation or condition of Our System where that inspection is not intrusive.

11.3 Identification

When we, our employees or contractors enter access your property, identification will be carried and shown to you (or to any person present at the time of access).

11.4 Impact on your property

If we access your property, we will endeavor to cause as little disruption or inconvenience as possible and will remove all rubbish and equipment we have brought on to your property

12. Measuring Water Supply

12.1 Measuring Water Supplied

A meter will measure the quantity of potable water that we supply you (unless agreed otherwise). You will be charged for the quantity of potable water supplied to you measured by the water meter unless:

- (a) The meter is faulty, and we are required to adjust what we charge you pursuant to clause 12.3; and
- (b) The meter is stopped, damaged or cannot be read electronically, in which case, an estimated consumption will be calculated on a basis which is representative of your consumption pattern.

When in our opinion no satisfactory basis exists to adjust a usage charge, we will negotiate with you a mutually agreeable adjustment of charges based on an estimated reading. If the price for potable water is varied during the defective meter reading period, we will apply the new price on a pro rata basis.

12.2 Meter Installation

We will supply you with a meter pursuant to clause 12.1 that comply with the relevant Australian Standard. This meter must not be removed from your property without our written consent. We may require each property served by a single connection to our water system. A backflow prevention device of a type approved by us may be required to be fitted to the outlet of the drinking water.

12.3 Meter Testing

If you consider that your meter is not accurately recording the water passing through it, you may ask us to test it. Upon request, we will send you the meter test results.

Prior to the test proceeding, you will need to pay the costs of the meter reading. This will be refunded in instances where the meter was inaccurate.

If the test shows the meter is inaccurate in accordance with Australian Standards, we will:

- (a) Replace the meter;
- (b) Refund any charge paid by you for the test; and
- (c) Recalculate your account on a basis that is representative of your consumption pattern.

12.4 Access to meter

Without notice, we may enter your property to read, test, inspect, maintain, repair or replace a meter installed thereon.

You must ensure that the meter is easily accessible to us for meter reading and maintenance purposes. The meters and visible piping should be clear of concrete, plants, trees and other obstructions. If the meter is not kept unobstructed, we will estimate your usage and bill accordingly with an additional costs for the attempted meter reading.

If you have not provided safe and reasonable access to meters for a reading on two or more occasions, we may relocate the meters (costs to be incurred by you), ask you to read the meters on our behalf, or make other arrangements with you.

If you cannot provide reasonable access for a meter reading on an ongoing basis, we may treat your property as unmetered and impose an imputed service and usage charge.

13. Additional Provisions applicable to customers who are Owners' Corporations

13.1 Operation and Communications Protocol

You must comply with (and ensure that its facilities manager complies with) certain operation responsibilities and the communication and notification protocols set out in our Water Services Infrastructure Operation Protocol for High Rise Communities (if applicable). The protocol covers matters such as:

- (a) water industry services responsibilities including the plumbing for potable water located downstream of our connection points with the internal building plumbing, which are typically located just upstream of the

booster pumps and plumbing for sewage from each lot and common property areas to our local water;

- (b) controlling water industry infrastructure risks including potable water, asset protection;
- (c) faults, incidents and emergencies; and
- (d) water quality concerns or complaints.

14. Termination and Variation of Contract

14.1 Termination

This contract will terminate between us and you cease to be covered by this contract. The termination of this contract does not affect any rights or obligations of you or us that accrue to termination.

If this contract, or part of the contract, terminates because you have requested that all or some of the Services that we provide to your premises be transferred to another supplier licensed under the Act, then we will comply with the relevant provisions of the Act.

When you leave the connected residence and you are the Customer you need to:

- (a) Notify us of the date you will depart at least two weeks prior to your departure; and
- (b) Provide us with details of the new incoming owner and your conveyancing agent so that we may arrange for accounts to be finalized.

You will be liable for any costs incurred by us should you fail to comply.

14.2 Variations

We may unilaterally vary or substitute this contract from time to time. You will be advised in an invoice or by email to the latest address we have for you. The up-to-date version of this contract will be on our Website.

15. Privacy

We are committed to preserving and respecting the privacy and confidentiality of our customers. We ensure that our customers' information is managed in accordance with the *Privacy Act 1998* (Cth) and the Australian Privacy Principles set out in our privacy policy as updated from time to time and located on our Website.

To the extent permitted by law, you allow us to:

- (a) If the property is part of a strata scheme, obtaining your contract details from the owners' corporation or strata manager;
- (b) Exchange information about your creditworthiness, credit standing, credit history or credit status with agencies, credit providers, suppliers or our agents, contractors and owners' corporation/strata managers;

- (c) Confirm your eligibility for bill concessions and exemptions with relevant government agencies administering concession eligibility.

16. Enquiries

16.1 General Enquires

If you have written or verbal question which can be satisfied by providing information, advice, assistance, clarification, explanation or referral to an external body relating to an account, payment options, concession entitlements, or other information about our services, we encourage you to contact us via our website or by telephone on 0418100001 (or such other number as notified from time to time) between 8:30am and 5:00pm (AEST) Monday to Friday.

16.2 Emergency Assistance

In the event of a break down in any of our Systems, an unplanned interruption to supply or a water quality or pressure problem, we have a 24 hour emergency phone service on 0418100001.

16.3 Access to Services

If you require interpreter service for our non-English speaking customers. Please call 13 14 50 to access these services.

Customers who are deaf or have a hearing or speech impairment can contact us through the National Relay Service (NRS).

16.4 Complaints

If you wish to make a complaint regarding our service, product, decision or action in the event they fail to meet your expectations, please view our Code of Conduct for Customer Complaints on our Website. This code is compliant with the Australian Standard for Complaint Handling.

17. Definitions

Act	Means the <i>Public Health Act 2010, the Public Health Regulation 2012, the Food Act 2010 and the Local Government Act 1993 Section 68 (NSW)</i> as amended or replaced from time to time.
Area of operations	Is the area within which we are authorised to exercise rights conferred by the License.
Authority	Is any authority having jurisdiction and may include us.
Charges	Includes any charge or fee payable under this Contract or any other contract made between us and a customer for the provision of Services.
Connection Requirements	Means our published requirements for connection to the Services.
Contract	Means this Customer Contract
Customer	Person who enters this Contract pursuant to clause 4.1.
Customer's Connection Point	Is the customer's connection point to the relevant: (a) water main; and (b) sewer main; as contained in clause 10.1 and 10.4.3
Defective and unauthorised	Means any Potable water, wastewater or storm water service on the Property that includes:

work	(a) construction or use of a service that does not comply with current codes of practice, standards, legislation or regulations; and/or (b) a blockage or leakage from, or into our water service.
Disconnection	Means the stopping (either temporarily or permanently) of our supply of Services to the Property.
Domestic wastewater	Includes all liquids and any substances in them, which may be discharged into our wastewater system from a residential property, including discharges from toilets, hand basins, urinals, sinks, baths, showers, washing machines and similar items.
Drought	Includes a prolonged period of low rainfall resulting in an actual or potential water shortage.
Financial Hardship	Means situations where a Customers desires to pay an account but it unable to pay all or some of the account or is unable to pay by the due date.
Law	Means any act, regulation or Authority requirement.
License	Means each of the Network Operator's License and Retail Supplier's Licence held by Sheep Station Pty Ltd or subsidiary or related entity of Sheep Station Pty Ltd under the Act.
Maintenance	Includes repairs and replacement and where relevant testing and inspection.
Meter	Is the device used to measure the potable water used on the Property, this includes any remote reading equipment and associated telemetry, wiring, power, plumbing and servicing equipment.
Our System	Means any one or both of Our wastewater system and/or Our water system
Our water service	Means the services we are permitted to provide by the License and any applicable Law in relation to storing and supplying Potable water
Our water system	Includes the tanks, pumps or pumping stations, water mains, pipes, treatment plants, controls and other equipment which we must use, manage, operate, maintain under the Act to store and supply water.
Our wastewater service	Means the services we are permitted to provide by the License and any applicable law in relation to providing wastewater services and disposing of wastewater.
Our wastewater system	Includes the pumps, pumping stations, wastewater mains, pipes, treatment plants and other equipment which we must provide, manage, operate and maintain under the Act to provide wastewater services and disposal of wastewater.
Owner	A person who holds ownership title to the Property or in the case of an Owners Corporation being the Customer then the Owner is the Customer.
Planned Interruption	Means an interruption to our Services initiated by us to allow maintenance to be undertaken and for which notice has been given to you.
Potable Water or Drinking Water	Means water that is intended for human use and consumption and free of harmful chemicals and disease-causing organisms.
Pressure sewer system	Means a system where wastewater is pumped to our wastewater system from collection tanks installed on your Property and where these tanks and pumps are owned and maintained by you.
Property	Means; (a) an individual dwelling or premises used for any purpose; or (b) land, whether built or not (excluding public land); or (c) a lot in a strata plan or a stratum lot that is registered under the <i>Strata Schemes (Freehold Development) Act 1973</i> or the <i>Strata Scheme (Leaseholder Development) Act 1986</i> or other relevant law; or (d) common property in such a strata plan, that is connected to, or for which a connection is available, to Our water system or Our wastewater system or within a declared drainage area.

Residential Customer	Means a customer who owns or occupies residential property, being property: (a) that is a customer's principal place of residence; and/or (b) on land categorized as residential under the <i>Local Government Act 1993</i> .
Restriction	Means direct intervention in the water supply system by us in order to reduce flow to a Customer's Property.
Services	Means Our water service and Our wastewater service
Service Charge	Is a charge for service availability (rather than use) of Our wastewater service or Our water service, where the Property is connected to Our wastewater service or Our water service
Trade wastewater	includes any liquid and any substances contained in it, which may be discharged into Our wastewater system and any vehicle transporting wastewater including septic effluent and wastewater from ships and boats. Trade wastewater does not include sewage from residential premises connected to Our wastewater system. In this Contract this includes run off from contaminated open areas.
Unplanned interruption	Means an unscheduled interruption to supply of Services
Wastewater	Means untreated or partially treated material contained within our wastewater system, consisting of discharges from residential properties, or trade waste water.
Wastewater overflow	A discharge of wastewater from Our wastewater system. These overflows may occur in wet or dry weather.
Water restriction	Means a restriction by us on the use of water in accordance with a Law or with the License
We, our, us	Means Sheep Station Pty Ltd and its relevant wholly owned subsidiaries responsible for supplying or providing the Services or operating Our water system or Our wastewater system including their respective officers, employees, agents and contractors
Your System	Means one or both of Your Wastewater system and/or Your Water System
Your Wastewater System	Is defined in clause 10.4
Your Water System	Is defined in clause 10.1
You or Your	Means our customer for the purposes of this Contract.